This case is interesting as showing to what an extreme length the Nebraska courts have carried the "vice-principal doctrine," a doctrine which has either been repudiated, or much modified in most of the states. Nebraska, however, follows the Ohio doctrine as laid down in *Bena Stone* v. *Kraft,* 31 Ohio St. 287, which held substantially as above.

GIFTS—CHOSE IN ACTION—DECLARATION OF HUSBAND.—FIRST NATIONAL BANK OF RICHMOND V. HOLLAND, 39 S. E. Rep. 126 (Virginia).—A certificate for shares of stock was delivered without indorsement to the defendant by her husband as a gift. The husband's creditors demanded that the stock should be applied to his debts. *Held,* a certificate of stock, a chose in action, is not within the code declaring that no gift of "goods and chattels" shall be valid unless by deed or will, or unless the donee have actual possession.

In many cases stock has been treated as other kinds of personal property and trover sustained, *Maryland Fire Ins. Co.* v. *Dalrymple,* 25 Md. 242; *Freeman* v. *Harwood,* 49 Maine 195. Contract for sale of shares is contract for sale of goods within the statute of frauds. *Tisdale* v. *Harris,* 20 Pick. 9. The court in this case reviews the several sections of the Code in which the words "goods and chattels" are found, and declares that these terms in every instance are limited in meaning to corporal personal property.

Giving the words "goods and chattels" in the section in controversy the same construction, the court holds that choses in action are not included. A similar decision is found in *Kirkland* v. *Brune,* 31 Grat 126.

INSANE FELLOW SERVANT—PRESUMPTION.—ATKINSON V. CLARK, 64 Pac. 769 (Calif.).—Plaintiff was injured while tearing down some walls at a state asylum for the insane on which some of the inmates were working. There was no negligence on the part of the asylum officials in selecting the inmates who were put on such jobs. *Held,* there can be no presumption that the inmates were dangerous and unskillful from the fact alone that they were insane.

Apparently there is no case in point. The decision would appear to be a correct one, however. There are undoubtedly numerous forms of insanity in which the afflicted persons fully retains the skill of his hands and an ordinary realization of common dangers. Arguing from the standpoint of custom and usage it may be said that in a great many of our large state insane asylums in this country the labor of the inmates figures as an important factor in the maintenance of the premises and the performance of various menial duties.

LIKENESSES—USE FOR ADVERTISING—RIGHT OD PRIVACY.—ROBERSON V. ROCHESTER FOLDING BOX CO. ET AL., 71 N. Y. Supp. 876.—Defendants without authority published and circulated lithographic prints of plaintiff with advertisements of their business thereon. Plaintiff was hereby made the subject of scoffs and jeers, causing her humiliation and sickness. *Held,* to be an invasion of her right of privacy for which she might maintain action to restrain publication and for damages.

This decision is another forward step on the part of the courts in establishing and protecting the right of privacy. The theory upon which the action

is allowed is new, at least in instance and few precedents can be found to sustain the plaintiff's claim. The leading case of *Schuyler* v. *Curtis,* 147 N. Y. 434, in refusing the relief sought did not deny the existence of this right, but held that whatever right of privacy a person possessed died with him and could not be enforced by relatives. *Corliss* v. *E. W. Walker Co.,* 64 Fed. 280, distinguished between public and private characters, holding that a private individual should be protected against the publication of any portrait of himself, but that with an individual in public life it was different—a distinction followed in this case. The court here grants the relief sought, upon the ground that the plaintiff's personal comfort had been interfered with without her consent and to her injury. Her feelings were wounded and the respect with which she was held by the community was diminished by being thus brought into unnecessary and unwarantable notice. The principles of natural justice demand that individuals be protected against such invasions of their privacy.—(*See editorial comment supra.*)

MANDAMUS—TELEPHONE COMPANIES—DISCRIMINATION.—STATE EX REL. GWYNNE v. CITIZENS' TELEPHONE CO., 39 S. E. Rep. 257 (S. C.).—Defendant refused to furnish the petitioner with telephone facilities because the petitioner had not complied with a previous contract with the defendant, whereby he agreed to use the defendant's telephone exclusively. *Held,* that mandamus would lie to compel defendant to furnish petitioner with a telephone.

Cases like *Aiken* v. *Telegraph Co.,* 5 S. C. 358 and *Pickney* v. *Telegraph* Co., 19 S. C. 71, 45 Am. Rep. 765 seems to have conveyed the impression that telegraph and telephone companies were in no sense common carriers. But these actions were brought to recover damages for errors in the transmission of messages. Telegraph companies are in no sense to be regarded as common carriers and are liable for improper transmission of messages only upon proof of negligence, but they are like common carriers in that they are bound to serve all those impartially all those applying to them. 6 *Am. & Eng. Enc. Law,* (2nd Ed.) 261. The court holds, quoting *State* v. *Nebraska Telephone Co.,* 17 Neb. 126, 52 Am. Rep. 404, that a telephone company cannot arbitrarily refuse its facilities to any person who offers to comply with its reasonable regulations, and argues that the refusal to agree to use defendant's telephone system exclusively is not sufficient to relieve the defendant from its obligation to serve the public, of which the petitioner was one, without any discrimination whatsoever. If there had been any breach of contract, of which the defendant had any right to complain, its remedy was an action to recover damages for such breach of contract.

MARITIME LIENS—MASTER OF A DREDGE.—THE JOHN MCDERMOTT, 109 Fed. 91.—*Held,* the master of a dredge, not capable of being navigated, and not earning any money which passes through his hands, and who is really general superintendent of the work, having charge of the men on board, and himself performing the duties of engineer, fireman, and general deck hand, is entitled to a lien on the vessel, the same as any seaman.

The privilege of a maritime lien is not confined to that class of seamen who possess a peculiar nautical skill but includes all those whose services are in furtherance of the main object of the enterprise on which the ship is